

AG Contract No : KR04-0031TRN  
ADOT ECS File No. JPA 03-122  
Project: AzTech Connectivity  
TRACS No.: H6462 01X  
BUDGET SOURCE NO.: 25104  
**C-64-04-250-2**

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
MARICOPA COUNTY, ARIZONA

THIS AGREEMENT is entered into 24th June 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and MARICOPA COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
  2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by Board of Supervisors action agreed to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
  3. The Federal Highway Administration (FHWA) has appropriated funds in the amount of \$2,980,500.00, to accomplish the AZTech Intelligent Transportation Systems (ITS) Integrated Emergency and Transportation Communications Network which is to enhance the deployment of an end-to-end communications system while improving public safety and transportation in the County, herein referred to as the "Project". The purpose of this agreement is for the transfer of \$1,630,500.00 (FHWA funds) from the State to the County, and the use thereof. The parties agree the County will be the lead agency and the State will administer the funds for the Project.
- 

NO. 26916  
Filed with the Secretary of State  
Date Filed: 06/24/04

Janice K. Brewer  
Secretary of State

By: Darryl D. Greenwald

## **II. SCOPE OF WORK**

### **1. The County will:**

a. Upon execution of this agreement, and no more than monthly, invoice the State as necessary to pay reasonable direct actual costs of the various project development, design and implementation with no County indirect costs, overhead profit or fee, in a total amount up to \$1,630,500.00 for the cost of the Project.

b. Provide quarterly progress reports to the Assistant State Engineer, Traffic Operations Center, 2302 West Durango Street, Mail Drop PM02, Phoenix, AZ 85009-6452.

c. Through collaborative efforts with the State, regional and local jurisdictions utilize the County's portion of the funds, in an amount not to exceed of \$1,630,500.00, to accomplish the Project.

d. Connect identified transportation and public safety agencies to the AZTech transportation operations telecommunications network in the Phoenix Metropolitan Area. Assess and expand the fiber-optic connections made under the AZTech Model Deployment Initiative. Assess current and future needs for center-to-center information exchange. Develop functional requirements, procure, test and operate center-to-center systems/software to meet current needs. Develop framework for procurement and operations of systems to address future needs.

e. Develop an implementation plan for using a combination of fiber infrastructure, wireless infrastructure, and leased line infrastructure to achieve center-to-center connectivity.

f. Identify available fibers within ADOT backbone infrastructure and determine the number of point-to-point paths that are available for connectivity back to ADOT TOC to facilitate center-to-center connectivity and supplement the development of the Regional Community Network (RCN).

g. Ensure that the necessary end equipment will be installed and integrated to complete the connection between transportation and public safety agencies and AzTech. Administer all consultant contracts and make all payments as necessary as well as follow all federal and State procurement regulations.

h. Establish inventory system for keeping track of equipment, manuals, warranties, and contractors. Create guidelines for network management, maintenance, notification and response times in the event of failure.

i. Maintain deployed connectivity within MCDOT's right-of-way and control of access.

### **2. The State will:**

a. Upon execution of this agreement and within thirty days after receipt and approval of an invoice from MCDOT, remit to MCDOT for the direct actual cost in a total amount up to \$1,630,500.00 for the Project.

b. Coordinate with the County to identify the available fiber within existing and planned State fiber optic backbone infrastructure and determine the number of point-to-point paths that are available for near-term connectivity between transportation and public safety agencies and the State Traffic Operations Center (TOC).

c. Maintain deployed connectivity within ADOT's right-of-way and control of access.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until December 31, 2005 or upon completion of the work contemplated herein and reimbursements; provided, however, that this agreement, may be cancelled by either party upon (30) thirty-days written notice to the other party, prior to transfer of funds for the Project.

2. The parties to this contract agree that the State shall be indemnified and held harmless by MCDOT for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

3. Both parties agree to be responsible for maintaining connectivity within their individual right-of-way and control.
4. This agreement shall become effective upon filing with the Secretary of State.
5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.
8. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".
9. **Non-Availability of Funds:** Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
10. All legal notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, Arizona 85007

Maricopa County Department of Transportation  
Transportation Director  
2901 W. Durango Street  
Phoenix, Arizona 85009

11. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**MARICOPA COUNTY, ARIZONA (MCDOT)**

**STATE OF ARIZONA**

Department of Transportation

By

  
ANDREW KUNASEK, Chairman  
Board of Supervisors


6/2/04

By

  
DOUGLAS A. FORSTIE, P.E.  
Deputy State Engineer, Operations

ATTEST:

By

  
FRAN MCCARROLL  
Clerk of the Board

ATTORNEY APPROVAL FORM

FOR MARICOPA COUNTY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and MARICOPA COUNTY, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 21<sup>st</sup> day of May, 2004.

Michelle O'Andrea

Attorney

Agenda Activity: Action  
 Department: Transportation  
 Category: Chief Regional Dvlpmnt Svcs.  
 Contact: Cristina Herrera  
 Return to: Cristina Herrera  
 Location: DEPT OF TRANSPORTATION ADMIN BLDG

Agenda Number: C-64-04-250-2-00  
 Phone: 506-8054  
 Continued from: Phone: 506-8054

**Action Requested:**

Approve and execute an intergovernmental agreement with Arizona Department of Transportation (ADOT) for the purpose of accomplishing the AZTech Intelligent Transportation Systems (ITS) Integrated Emergency and Transportation Communications Network. The Federal Highway Administration has appropriated \$2,980,500 towards the expansion of Maricopa County's AZTech Program. The County has been obligated \$1,630,500 and will administer the funds while implementing the tasks identified for that purpose. During implementation of tasks, will collaborate with existing AZTech Partners, procure necessary consultants and/or contractors to accomplish the tasks. By approving the agreement, the Board will also accept the allocation in the amount of \$1,630,500 and agree to the terms specified therein. The County is the subrecipient of this reimbursable grant with ADOT acting as the fiduciary so therefore Policy A-87 policy should not be applied. The Federal Highway Administration will provide 100% funding so therefore zero match is required of the County. Supervisory District: All

**Complete description of action requested:**

The Maricopa County, AZTech (ITS) Integrated Emergency & Transportation Communication Network project proposal was selected and direct appropriations were set aside by Congress under Department of Transportation. The grant is administered by the Arizona Department of Transportation and passed on to the County on a reimbursable basis. The goal of this federally funded project is to enhance the deployment of an end-to-end communications system that will improve public safety and transportation in the County. This deployment will result in the expansion of the AZTech Program, working towards the creation of an integrated emergency and transportation operations communications network. The Project's scope of work was divided into three focus areas: 1. Strengthen AZTech connectivity and expand to public safety 2. Project assessment and concept design for the Regional Community Network 3. Radio interoperability for public safety and transportation. Each of the focus areas specified a level of detail that facilitated separate allocation of funding. Maricopa County Department of Transportation was obligated \$1,630,500 to accomplish focus area one: Strengthen AZTech connectivity and expand to public safety. The agreement stipulates that the County will complete the work described in focus area one with the grant funds allocated and within a specified period of time. It is a reimbursable grant requiring zero match from the County. Benefits from this Project will accrue to all current and new AZTech Partners and will support the safety and security of our region's transportation system.

Supervisory District: All

**PERFORMANCE INFORMATION:**

Program: Manage Traffic

Activity: Incident Management and Real Time Traffic Management

Performance Measure: # of anticipated incident/event requests responded to

Anticipated Results: By approving this agreement and grant award, the project will improve public safety and transportation in Maricopa County

Expenditure Impact by FY(s):

No Impact

Routing: Meeting Date: 06/02/2004

Legend X=Pending A=Approved R=Rejected

CNTY_ENGR	LEGAL	OMB
A	A	A

*Approved*

*McCauley*

**"Please return an executed original to the Clerk of the Board of Supervisors."**



TERRY GODDARD  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR04-0031TRN (JPA 03-122), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 16, 2004

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section